



STATE OF GEORGIA

MEMORANDUM OF AGREEMENT # 41900-049-11110433

BETWEEN

**THE GEORGIA DEPARTMENT OF COMMUNITY HEALTH
DIVISION OF PUBLIC HEALTH**

AND

**GEORGIA DEPARTMENT OF NATURAL RESOURCES,
ENVIRONMENTAL PROTECTION DIVISION**

FOR

Waste transport and disposal

WHEREAS, this Agreement is made and entered into by and between the **Georgia Department of Community Health, Division of Public Health** (hereinafter referred to as "DCH" or the "Department") and **Georgia Department of Natural Resources, Environmental Protection Division** (hereinafter referred to as "DNR");

WHEREAS, it is the purpose of this Agreement to establish a process for the formal recognition by the local county boards of health (hereinafter referred to collectively as "Health Department") of the inspection and permitting process by a local governing authority codified in Ga. Comp. R. & Regs. r. 391-3-6-24; protect the public health and welfare of the citizens of Georgia; protect the water resources of the State of Georgia; ensure proper waste transport and disposal; and facilitate efficient and effective government function and actions;

WHEREAS, DCH is responsible for health care policy, purchasing, planning and regulation pursuant to the Official Code of Georgia Annotated (O.C.G.A) § 31-2-1 et. seq.;

WHEREAS, pursuant to Act 102 of the 2009 Georgia General Assembly (Reorganizing and Re-establishing the Department of Human Resources) the Division of Public Health was re-established under the authority of the DCH, and;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

I. BACKGROUND:

- a) In 1994, the Department of Human Resources (DHR), Division of Public Health and the Department of Natural Resources (DNR), Environmental Protection Division (EPD) entered into a memorandum of understanding that designated the DHR, Division of Public Health as the agency responsible for regulating the disposal of domestic septage in Georgia.
- b) In 1997, the Department of Human Resources adopted rules and regulations for on-site sewage management systems. These regulations require companies involved in the removal, transport, and disposal of domestic septage to obtain a septage removal and disposal permit from the county board of health. This regulation requires the vehicle used for removal and transport of domestic septage to be inspected by the county board of health.
- c) In 2004, as required by O.C.G.A. §12-15-22, the Department of Natural Resources, Environmental Protection Division adopted regulations governing commercial waste haulers. These regulations, as required by O.C.G.A §12-15-21(a)(3) require companies involved in the removal, transport and disposal of commercial waste to obtain a commercial waste hauler permit from a local governing authority. This statute requires the vehicle removing and transporting the commercial waste to be inspected by a local governing authority.
- d) Because there are instances where the same vehicle is used for the removal, transport and disposal of both domestic septage and commercial waste, an agreement is needed whereby county boards of health and local governing authorities are not required to duplicate inspection of the same vehicle.

- e) In 2009, the Official Code of Georgia Annotated reorganized the Department of Human Resources. The Georgia Division of Public Health and its functions were assigned to the Department of Community Health.

II. AGREEMENT:

Pursuant to the above-mentioned designation, the Department agrees to take appropriate action to achieve the following outcomes:

- a) Transporters whose trucks only pump septage shall obtain a septage removal and disposal permit from a local county health department;
- b) Transporters whose trucks pump only commercial wastes shall obtain a commercial waste transporter permit from a local governing authority as required by Ga. Comp. R. & Regs. r. 391-3-6-.24 (5) (b);
- c) Transporters, whose trucks pump both commercial wastes and septage, shall have those trucks inspected and permitted by a local governing authority as required by Ga. Comp. R. & Regs. r. 391-3-6-24 (5) (b). The transporters shall, upon request, provide the health department with a current copy of a commercial waste vehicle inspection report and a copy of the commercial waste transporter permit to meet the vehicle inspection requirement of the DHR Rules for issuance of a septage removal and disposal permit under Ga. Comp. R. & Regs. r. 290-5-26-11 (1); and
- d) The health department, upon receiving a copy of a commercial waste vehicle inspection report and the commercial waste transporter permit issued by a local governing authority, may waive the inspection fee when issuing the septage removal and disposal permit. The septage removal and disposal permit shall include a condition that the truck cannot contain both septage and commercial wastes (commingling) at the same time and that the truck must manifest the pumping and disposal of each load of septage.

III. NOTICES AND LIAISONS

The parties will coordinate and conduct communications through their respective Liaisons identified below. Any communication in writing, or any oral communication confirmed in writing, from the respective liaisons will be deemed communications and notices from the party.

For DCH:

Contract Administration:

Trish Keller
Georgia Department of Community Health
Division of Public Health
Address: 2 Peachtree Street, Suite 15.417
Atlanta, Georgia 30303
Phone #: 404-657-2591
E-mail: trkeller@dhr.state.ga.us

Business Owner:

Chris G. Kumnick
Georgia Department of Community Health
Division of Public Health
Address: 2 Peachtree Street, Suite 10.404
Atlanta, Georgia 30303
Phone #: 404-657-6534
E-mail: cgkumnick@dhr.state.ga.us

For Georgia Department of Natural Resources,
Environmental Protection Division:

Attn: Dominic Weatherill
Mailing Address: 4220 International Parkway, Suite 101
Atlanta, Georgia 30354
Phone #: 404-362-2680
E-mail: Dominic.Weatherill@dnr.state.ga.us

IV. PERIOD OF AGREEMENT, REVISION OR TERMINATION:

- a) This MOA is effective upon signature by both parties, and shall remain in force until which time a reevaluation of the need of the agreement is conducted by both parties and a renewed or revisited agreement is necessary. This MOA may be amended by written agreement of both parties at any time prior to its expiration or termination. The parties shall seek to resolve any disputes concerning this MOA through good faith discussion.
- b) The MOA may be terminated at any time upon sixty days written notice by either party to the other.

V. PARTIES BOUND

This Agreement is binding upon all employees, agents and third-party vendors of DCH and EPD and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each party.

VI. COUNTERPARTS

This contract may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

(SIGNATURES ON FOLLOWING PAGE)

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned duly authorized officers or agents of each party have hereunto affixed their signatures on the day and year indicated below.

**STATE OF GEORGIA
DEPARTMENT OF COMMUNITY HEALTH
DIVISION OF PUBLIC HEALTH**



Debbie Hall, Chief Operating Officer

12/7/10


Date



Scott Frederking, Acting Chief Financial Officer

12/10/10

Date



Scott Uhlich, Director
Environmental Health

12/6/2010

Date

**GEORGIA DEPARTMENT OF NATURAL RESOURCES,
ENVIRONMENTAL PROTECTION DIVISION**

BY: 

F. Allen Barnes, Director

11-30-2010

Date